

### APPENDIX III ADMINISTRATIVE FORMS AND NOTICES

This Appendix is an integral part of this Master Agreement for Access to Poles, Ducts, Conduits, and Rights- of-Way between Southwestern Bell Telephone Company ("SWBT"), MCI metro Access Transmission Services, Inc. ("MCI metro"), and contains administrative forms referred to in this Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been conformed to this Agreement. The forms will be revised to conform to this Agreement and further revised from time to time to reflect changes in the applicable law, changes in this Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to MCI metro and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments/Conduit Occupancy by Applicant

MCI metro Access Transmission Services, Inc.      Southwestern Bell Telephone Company

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX IV INSURANCE REQUIREMENTS

This Appendix IV is an integral part of Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way between Southwestern Bell Telephone Company ("SWBT") and MCI metro Access Transmission Services, Inc. ("MCI")

1) Premises. As used in this Appendix, the term premises refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where MCI or any person acting on MCI's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to MCI and All Persons and Entities Acting on MCI's Behalf. MCI shall maintain, at all times during the term of this Master Agreement, all insurance and coverages set forth below. MCI should require that all contractors, subcontractors, and other persons or entities acting on MCI's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. MCI shall maintain, at all times during the term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. MCI shall require any contractor, subcontractor, or other person or entity acting on MCI's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by MCI.

4) General Liability Insurance. To protect SWBT and any joint user from liability for bodily injury or property damage, MCI shall maintain, at all times during the term of this Agreement, General Liability insurance. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. MCI shall also require any contractor, subcontractor, or other person or entity acting on MCI's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by MCI.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of MCI and any contractor, subcontractor, or other person or entity acting on MCI's behalf. The coverages may be provided

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**Key:** Regular Text = MCI/SWBT negotiated language; **Bold Text** = MCI language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = **SWBT language disagreed to by MCI**.

by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted:

- 1) Personal Injury and Advertising Injury coverage.
- 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
- 3) Independent Contractors coverage to provide protection for MCIIm's contractors, subcontractors, and other persons or entities acting on MCIIm's behalf.
- 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
- 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
- 6) Contractual Liability coverage to provide financial responsibility for the MCIIm to meet its indemnification obligations.
- 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of MCIIm and damage to work performed by or on behalf of the MCIIm.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sublimit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$1,000,000.

Each occurrence sublimit for Products/Operations: \$1,000,000.

5) Automobile Liability insurance. The Parties contemplate that MCIIm and personnel acting on MCIIm's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, MCIIm shall maintain, at all times during the term of this Agreement, Automobile Liability insurance with minimum limits of

\$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by MCIm or by any person or entity acting on MCIm's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. MCIm's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in this Agreement.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to this Agreement and before MCIm or any person acting on MCIm's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE  
CANCELED BEFORE THE EXPIRATION DATE, THE ISSUING  
COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE  
CERTIFICATE HOLDER NAMED TO THE LEFT.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
Address: 12930 Olive Street Road, Floor 2  
City/State/Zip: St. Louis, Missouri 63141  
Attention: Pole Attachment/Conduit Occupancy License Coordinator

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under this Agreement.

10) **Rating of Insurers.** SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) **Self-insurance.** If authorized in this Agreement, self-insurance shall be allowed in lieu of the above requirements upon MCIm's submission of proof that it has met the self-insurance requirements stated in this Agreement.

## APPENDIX V NONDISCLOSURE AGREEMENT

### Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT pursuant to a Master Agreement for Access to Poles, Ducts, Conduits and Rights of Way. The term "Recipient" shall include the employees of Recipient. The Parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement. Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."

6A) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 6) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/MCI's intended uses.

7) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/MCI by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

8) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

9) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than thirty (30) calendar days after receipt, notify SWBT in writing.

10) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way includes valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

11) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either Party as provided herein. Either Party may, at any time, with or without cause, terminate this Agreement by giving the other Party 60 days' advance written notice of its decision to terminate. The Parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

12) This Agreement shall benefit and be binding on the Parties below and their respective heirs, successors, and assigns.

13) This Agreement will be governed by the laws of the State of Missouri.

14) This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

\_\_\_\_\_  
Recipient (Print or Type Name)

Southwestern Bell Telephone Company

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

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**Key:** Regular Text = MCI/SWBT negotiated language; **Bold Text** = MCI language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = **SWBT language disagreed to by MCI**.



ATTACHMENT VI

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX VI  
NOTICES TO SWBT (MISSOURI) - PAGE 1 OF 3

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to SWBT's Utility Liaison Supervisor (ULS). The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as MCI's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provision of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.04(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of MCI's maintenance contact
- 13.01 Notification of planned modifications
- 14.02( c ) Notification of MCI's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance

17.02( c )	Disclaimer of ownership or responsibility for untagged facilities
17.06	Notification of MCIIm's response to ownership of facilities in question
18.01(a)	Notice of intent to remove facilities
18.01(e)	Notice of intent to terminate license
18.06	Notification of completion of removal of facilities
20.01( c )	Notification of change of bond
21.17	Notification of claims
23.XX	All notifications of insurance coverage in Article 23
24.03	Notification of assignment
25.01	Notification of termination
25.03	Notification of cure of breach
27.04	Notification of elective termination
29.03	Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

6.05(a)	Notifications relating to electrical interference
6.09(d)	Notifications of unsafe conditions
6.11(a)	Notification of manhole entry
6.13( c )	Notification of environmental contaminants
10.02(b)	Notification of materials required for self-provisioning of inner duct
15.04	Notification of conditions requiring emergency repair

15.06(a) Notification of performing corrective work on emergency repair  
(advanced notice)

15.06(b) Notification of performing corrective work on emergency repair (no  
advanced notice)

Additional information and questions concerning notice requirements. The ULS, as MCIIm's initial point of contact, will provide additional information to MCIIm concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide MCIIm legal advice with respect to notice requirements. Questions by MCIIm's personnel and other persons acting on MCIIm's behalf concerning MCIIm's legal obligations should be directed to MCIIm's legal counsel or such other personnel as MCIIm may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.



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## ATTACHMENT VII

## NUMBER PORTABILITY

## Section 1. Provision of Number Portability

MCIm and SWBT shall provide number portability in accordance with the requirements of the Act and Federal and State Rules and Regulations. Currently available (or interim) number portability (INP) shall be provided by each Party to the other Party upon request in accordance with Federal and State Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of the Parties' services. The Parties will provide Number Portability (NP) as soon as technically feasible, in conformance with the FCC Rules and the Act, and will participate in development of NP in Missouri, in accordance with the FCC's First Report and Order in Docket No. 95-116 (hereinafter called the LNP Order).

## Section 2. Interim Number Portability (INP)

2.0 INP will be made available to either Party by the other on a reciprocal basis. INP shall be provided by Remote Call Forwarding ("RCF"), Direct Inward Dialing (DID) or Route Indexing (RI) **and NXX migration**. Each Party shall specify on a per telephone number basis which method of INP is to be employed and each Party shall provide such method to the extent technically feasible.

2.1 Remote Call Forwarding (RCF): RCF (which is referred to as INP-Remote by SWBT) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the switch to which the ported number was previously assigned. The switch will then forward the call to a number associated with the other Party's designated switch to which the number is ported. The other Party may order any additional paths to handle multiple simultaneous calls to the same ported telephone number as specified that Party.

2.2 Direct Inward Dialing (DID): DID (which is referred to as INP Direct by SWBT) is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the delivering Party's end office and the switch of the receiving Party for subsequent routing and completion. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered. Each Party shall provide FLEX-DID on an individual basis as specified by the other Party. Calling Party Number (CPN) shall be passed from all SS7 capable switches.

2.3 Route Indexing: Route Indexing may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

2.3.1 RI-PH will route a dialed call to the switch associated with the NXX of the dialed number. The porting switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the ported switch. The prefixed dialed number is transmitted to the tandem switch to which the ported switch is connected.

The prefix is removed by the operation of the tandem switch and the dialed number is routed to the ported switch so the routing of the call can be completed.

2.3.2 DN-RI is a form of RI-PH that requires direct trunking between the switch to which the ported number was originally assigned and the switch to which the number has been ported. The porting switch shall send the originally dialed number to the ported switch without a prefix.

#### 2.4 NXX Migration

See Attachment IV, Section 4.8.

#### 2.5 Other Currently Available Number Portability Provisions:

2.5.1 Upon notification from one Party to the other Party that will be ordering INP, each Party shall exchange with the other SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the other party's network. Each Party shall exchange with the other CPN wherever SS7 capable switches are deployed.

2.5.2 Upon notification from one Party to the other that INP will be ordered, the providing Party shall disclose to the ordering Party any technical or capacity limitations that would prevent use of a requested INP in a particular switching office.

2.5.3 For INP, each Party shall have the right to use the existing SWBT 911 infrastructure for all 911 capabilities. Each Party shall cooperate with the other to ensure 911 service is fully available to ported end-users consistent with state and local requirements. When an INP method is used, both the ported numbers and shadow numbers shall be stored in 911/ALI databases as per MCIm's instructions. Each Party shall have the right to verify the accuracy of the information in the 911/ALI databases.



**2.5.4** When any INP is used to port a subscriber, SWBT must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by MCIm. SWBT must outclear call records to MCIm for billing and collection from the subscriber. MCIm shall receive revenue for LIDB look-ups.

**2.5.5** SWBT and MCIm agree that the porting Party will not issue telephone line number calling cards based on ported numbers.

**2.5.6** SWBT should send a CARE transaction 2231 to notify the porting subscriber's preselected IXC that local service is now provided by MCIm for that number.

**2.5.7** The Parties shall pass all CPN or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.

*2.5.8 SWBT shall retain the local transport revenues for traffic that travels over SWBT facilities from the IXC to the SWBT switch. Revenues resulting from charges for local switching would go to MCIm, since the traffic ultimately is switched at their end office and sent down their local loop (or a local loop purchased from unbundled elements). Finally, a meet-point billing arrangement to recover cost incurred transporting traffic between SWBT and MCIm is an appropriate method to recover those costs. [Missouri Award No. 11B]*

*2.5.9 SWBT must provide MCIm's requested route index solutions, in addition to SWBT's proposed RCF, DID and NXX migration. MCIm shall pay for the routing solutions, the cost for which shall be based on TELRIC costing principles. This solution is appropriate because DN-RI and RI-PH have some definite advantages over DID and RCF. Therefore, if MCIm pays for the route index solutions, SWBT shall make them available. SWBT shall provide the route index INP solutions and submit TELRIC cost studies to the Commission for approval. [Missouri Award No. 11A]*

*All Parties shall keep track of what they consider INP costs and the issue will be revisited when the issues are clearer, especially after the FCC clarifies its requirements on cost recovery. [Missouri Award No. 12]*

**SWBT 2.5.10 -1 The Parties will comply with all effective FCC, Commission and/or court Orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the Number Portability Order may be reconsidered, revised and**

remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP (with the exception of the implementation and provision of Route Indexing solutions) and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.5.11 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.

### Section 3. Number Portability (NP)

The Parties agree to implement NP in accordance with the Act and FCC rules and regulations.

### Section 4. Requirements for INP and NP

#### 4.1 White Page Listings

In accordance with Attachment VIII and Attachment I, SWBT shall provide and maintain for MCIm one (1) white page listing for each MCIm subscriber that has ported its number from SWBT. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by SWBT to its own subscribers. SWBT shall include on request both the ported number and the actual number when remote call forwarding is the INP method in use.

#### 4.2 Cut-Over Process

SWBT shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, updating SWBT's network element translations within thirty (30) minutes. For INP or NP temporary translations as may be required to minimize service outage, unconditional triggers shall be deployed by SWBT. For each group of ported numbers, SWBT shall implement the disconnects and switch translations within thirty (30) minutes of the time mutually agreed to by the Parties.

If SWBT has automated this process, SWBT shall schedule a mechanized update of disconnects and switch translations to occur at the MCIm requested cut-over time (frame due time) or as soon as thereafter possible. Such updates will be available seven (7) days a week, twenty-four (24) hours a day. SWBT shall provide an operation contact whom MCIm can reach in the event manual intervention is needed to complete the cut-over. In the event manual intervention is needed, SWBT

shall notify MCIm immediately and shall provide MCIm with a completion schedule and project plan for resolving the issue requiring intervention within thirty (30) minutes from the time the need for manual intervention was identified, and shall resolve such issues as soon as possible.

#### 4.3 Installation Intervals

SWBT shall install RCF INP within the following intervals:

##### 4.3.1 Business Lines and Trunks:

Orders of 1-20 lines in three (3) business days;  
Orders of 21-40 lines in seven (7) business days;  
Orders of 41-60 lines in twelve (12) business days; and  
Orders over 60 lines will have an installation interval mutually agreed upon by SWBT and MCIm but in no event shall such interval be greater than that which SWBT provides to itself for its own retail services.

4.3.2 Residential Lines: Within 24 hours of service order received by SWBT.

#### 4.4 Call Referral Announcements

The Parties shall allow each other to: (1) order call referral announcements; and (2) specify the particular announcement from a standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which have been ported and subsequently disconnected and/or changed. Such referral announcements shall be consistent with that which the providing Party provides to its subscribers.

#### 4.5 Testing

4.5.1 SWBT and MCIm shall cooperate in conducting MCIm's testing to ensure interconnectivity between systems. The Parties shall inform each other of any system updates that may affect the other Party's network and perform tests to validate the operation of the network. Testing may occur as reasonably needed as agreed upon.

4.5.2 Additional testing requirements may apply as agreed to by the Parties elsewhere in this Agreement.

#### 4.6 Engineering and Maintenance

4.6.1 The Parties will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided to their respective subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

4.6.2 Additional specific engineering and maintenance requirements shall apply as agreed to by the Parties elsewhere in this Agreement.

#### 4.7 Recording and Billing

The Parties shall provide to each other for accurate billing EMR 010101 Billing Records for those subscribers whose numbers have been ported. The Parties shall provide to each other the information necessary to allow the Parties to bill subscribers utilizing ported services, and to allow the Parties to bill each other for any local interconnection charges.

4.7.1 Calls originated from RCF ported numbers in SWBT end-offices and sent to the MCIm interLATA toll network must signal the shadow number in the CPN parameter and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

4.7.2 SWBT shall supply MCIm with originating billing records that will enable MCIm to bill SWBT or any other LSP for any local interconnection charge.

4.7.3 MCIm shall become the Customer of Record for numbers ported to MCIm. SWBT shall use its best reasonable efforts to provide MCIm with one monthly billing statement for all collect, billed-to-third number calls associated with those ported numbers, with sub-account detail by ported number. Such billing statements shall be delivered Carrier Access Billing System/Small Exchange Carrier Access Billing System ("CABS"/"SECABS") format as defined by the Ordering and Billing Forum (OBF). SWBT shall also provide to MCIm Electronic Message Records (EMR) in a daily electronic Network Data Mover (NDM) feed or magnetic tape, as specified by MCIm.

4.7.4 SWBT shall provide to MCIm the Exchange Message Records (EMR) for all alternatively billed collect, calling card, and billed-to-third number calls.

4.7.5 *MCIm will establish its own contracts for third number and collect calls.* [Missouri Award No. 11C] **SWBT, when it is the recipient provider, must accept MCIm's billing for charges resulting from third number and collect calls being billed to MCIm's directory numbers per the customer's direction.**

#### 4.8 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with NP for MCIm subscribers, SWBT shall provide the following:

##### 4.8.1 While INP is deployed and prior to conversion to NP:

4.8.1.1 If ordered by MCIm, SWBT shall provide Busy Line Verification/Emergency Interrupt (BLV/EI) trunks to the MCIm End Office for Busy Line Verification and emergency interrupt call requests for lines that terminate at the MCIm End Office.

4.8.1.2 When a BLV/EI request for a ported number is directed to a SWBT operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

##### 4.8.1.3. Telephone Line Number Calling Cards.

4.8.1.3.1 SWBT will coordinate the disconnection of subscriber's calling cards with MCIm to ensure that there is no time that a subscriber is without a calling card. As specified by MCIm, a subscriber's SWBT calling card will be disconnected: (1) on the bill cease date which is thirty (30) days after the date of an end-user's termination of SWBT service; (2) upon subscription to MCIm service; or, (3) within twenty four (24) hours after MCIm has notified SWBT that it has replaced the subscriber's calling card. SWBT will terminate its existing telephone line number-based calling cards and remove any SWBT-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB.

4.8.1.3.2 Until such time, SWBT will direct-bill each subscriber on the subscriber's final bill. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes.

**4.8.1.3.3 In order to determine exchange rates and for rates and billing purposes, SWBT will provide MCIm access to the system file linking the address to the central office.**

4.8.1.3.4 SWBT shall allow MCIm to support MCIm Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS) services, in SWBT's LIDB, for ported numbers, upon request by MCIm. SWBT shall provide access to LIDB database interfaces to accomplish this function, or make input on behalf of MCIm pursuant to LIDB data storage and administrative processes identified in this Agreement.



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